

**LEASE ASSIGNMENT AGREEMENT
STATE OF NEW YORK
OFFICE OF GENERAL SERVICES
NYS LEASE # L_____**

THIS LEASE ASSIGNMENT AGREEMENT (hereinafter referred to as the “Agreement”) is among (i) the People of the State of New York, acting by and through the Commissioner of General Services with offices located at the Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower, 36th Floor, Albany, New York 12242 (hereinafter referred to as the “State” or the “Tenant”) and (ii) _____ [**Original Landlord Name**] having its principal place of business at _____, with Employer Identification Number _____ and NYS Vendor Number _____, (hereinafter referred to as “Assignor”) and (iii) _____ [**New Landlord Name**], having a principal place of business at _____, with Employer Identification Number _____ and NYS Vendor Number _____ (hereinafter referred to as “Assignee”). The State, the Assignor, and the Assignee are hereinafter collectively referred to as the “Parties.”

WHEREAS, the assignment occurred on the ____ day of _____, 20____, and is subject to consent by the State pursuant to Section 138 of the State Finance Law.

WHEREAS, the Assignor entered into a lease (hereinafter referred to as the “Lease”) with the State with a Lease number of L_____, pursuant to which Tenant, leased _____ (hereinafter referred to as the “Demised Premises”) from the Assignor for specified consideration, all as fully described in the Lease and any amendments thereto. The Lease includes any amendments, including all modifications, made between the State and the Assignor before the effective date of this Agreement. The Lease also includes all amendments, including all modifications, made between the State and the Assignor on or after the effective date of this Agreement; and

WHEREAS, the Assignor transferred all rights, titles, interests, duties, obligations, and liabilities under the Lease to the Assignee; and

WHEREAS, the Assignee accepted the transfer of all rights, titles, interests, duties, obligations, and liabilities of the Assignor under the Lease; and

WHEREAS, the State has determined that the Assignee is a responsible vendor that has the capacity and capability to perform the duties and obligations of the Lease.

In consideration of the foregoing facts, the Parties agree that by this Agreement:

1. The Assignor represents that for good and valuable consideration, it does hereby assign, transfer and convey to the Assignee all of its rights, titles, interests, duties, obligations, and liabilities in the Lease.
2. The Assignee agrees to accept the transfer of all the Assignor’s rights, titles, interests, duties, obligations, and liabilities under the Lease, including but not limited to, and only where applicable, professional liability and the furnishing of

valid certificates of insurance and bonds thereof to be effective as of the date this Agreement is approved as described below, or on some other date agreed to by the Parties, provided however, that there shall be no lapse or gaps in coverage afforded under such bonds and insurance to the State.

3. The Assignor warrants and represents there are no known liens, tax obligations or other legal responsibility relating to the Lease at this time and Assignor has no reason to believe any such liens, tax obligations, or other legal responsibilities relating to the Lease will be filed in the future, which may result in a finding that this Agreement was made to avoid payment of such liens, tax obligations, or other legal responsibilities.
4. The State recognizes the assignment of Lease to the Assignee. The Assignee, by this Agreement, becomes entitled to all rights, titles, and interests and is bound by all duties, obligations, and liabilities of the Assignor in and to the Lease, as if the Assignee were the original signatory party to the Lease. As of the effective date of this Agreement, the term "Landlord," as used in the Lease, shall refer to the Assignee.
5. Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the State against the Assignor.
6. The Assignee shall defend, indemnify and save the State harmless from any losses, liabilities, claims, damages, or causes of actions that the Assignor heretofore had, has or hereafter may have against the State arising out of the Lease.
7. The State reserves any and all rights of any kind or nature whatsoever which it may have against the Assignor and the State's consent to the transfer of the Lease is expressly conditioned upon the understanding that the Agreement shall not operate to discharge any losses, liabilities, claims, demands, or causes of action the State heretofore had, now has, or hereafter may have against the Assignor for or by any reason or any matter or thing whatsoever.
8. All payments and reimbursements previously made by the State to the Assignor shall be considered to have discharged the State's obligations to make such payments and reimbursements under the Lease. All payments and reimbursements made by the State in relation to the Lease after the date of this Agreement shall be made in the name of or to the Assignee, and shall constitute a complete discharge of the State's obligations under the Lease, to the extent of the amounts paid or reimbursed.
9. The Assignee agrees that the State is not obligated to pay or reimburse Assignee, or otherwise give effect to, any costs, fees, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer of the Assignor's rights and obligations under the Lease, other than those that the State in the absence of such transfer would have been obligated to pay or reimburse under the terms of the Lease.

10. The Lease shall remain in full force and effect pursuant to its terms, except as modified by this Agreement.
11. Pursuant to State Finance Law §§139-j and 139-k, an assignment is a “governmental procurement” and, therefore, there are certain restrictions on communications during the transfer process. Both Assignor and Assignee are restricted from making “contacts” from the earliest notice of intent to transfer the Lease through final approval of this Agreement by the State ((hereinafter referred to as the “Restricted Period”) to other than designated staff unless it is a contact that is included among the statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is/are identified in the attached _____ **[Date of Letter]**, letter from the Tenant to _____ **[New Landlord Name]**. These provisions also require that State employees obtain certain information when contacted during the Restricted Period and make a determination of the responsibility of the Assignee. Certain findings of non-responsibility may result in rejection of an assignment and, in the event of two findings of non-responsibility within a four-year period, the Assignee is debarred from obtaining any governmental procurement contracts. Further information about these requirements, including the certification that must be filed by the Assignee, in accordance with New York State Finance Law §139-k, can be found on the OGS website:
www.ogs.ny.gov/acpl.
- The State reserves the right to terminate the Lease in the event it is found that the certification filed by the Assignee in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the Assignee in accordance with the written notification terms of the Lease.
12. Any notices required to be provided to the Landlord pursuant to the Lease, shall after the effective date of this Agreement be provided to the Assignee at _____.
13. This Agreement accomplishes a transfer pursuant to New York State Finance Law Section 138 and is therefore subject to approval by the Attorney General, as to form, and the Comptroller of the State of New York.
14. This Agreement shall be governed by the laws of the State of New York except where the federal supremacy clause requires otherwise.
15. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.
16. The Parties have full right and authority to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be duly executed on the day and year first above written.

ASSIGNOR:

Signature

Printed Name, Title

Date

ACKNOWLEDGEMENT

STATE OF _____)
) SS.:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally came _____, to me known who being duly sworn, did depose and say that s/he resides in _____; that s/he is the _____ of the _____, the firm/corporation described in and which executed the foregoing instrument; that s/he signed her/his name thereto as a _____ thereof.

Notary Public

ASSIGNEE:

Signature

Printed Name, Title

Date

ACKNOWLEDGEMENT

STATE OF _____)
) SS.:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally came _____, to me known who being duly sworn, did depose and say that s/he resides in _____; that s/he is the _____ of the _____, the firm/corporation described in and which executed the foregoing instrument; that s/he signed her/his name thereto as a _____ thereof.

Notary Public

STATE AGENCY:

Signature

Printed Name, Title

Date

APPROVED:

For the Attorney General

For the State Comptroller

Signature_____

Signature_____

Printed Name _____

Printed Name _____

Title _____

Title _____

Date_____

Date_____